

HONORABLE JAMES L. ROBART

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

HEATHER ARRANTS, individually and as  
Personal Representative of the ESTATE OF  
JOSEPH ARRANTS, including the statutory  
beneficiaries thereto,

Plaintiffs,

v.

HONEYWELL INTERNATIONAL, INC., a  
foreign corporation,

Defendant.

NO. 2:15-cv-01703-JLR

ORDER APPROVING MINORS'  
SETTLEMENTS  
(SPR 98.16W)  
*(Clerk's Action Required)*

**NOTE ON MOTION CALENDAR:**  
**May 12, 2017**

THIS MATTER having come on for hearing before the above-entitled Court; the Court  
having reviewed the records and files herein, and having read and considered the Petition for  
Approval of Minor Settlements and Guardian ad Litem Report, and being fully advised in the  
premises, now, therefore, it is hereby

ORDERED that the proposed gross settlement and disbursement as follows with regard to  
minor children, P [REDACTED] A [REDACTED] and A [REDACTED] A [REDACTED], is reasonable and is hereby approved,  
ratified and confirmed in all respects:

The gross settlement proceeds in the above entitled action, being the sum of  
**\$175,000.00** should be disbursed as follows:

A.	Reasonable Attorney's Fees		\$ 58,333.33
	Timothy Acker	\$23,333.33	
	Washington Law Center	\$17,500.00	
	Connelly Law Offices	\$17,500.00	
B.	Outstanding Medical Bills		\$ 0
C.	Subrogation		\$ 0
D.	Costs		\$ 9,124.49
E.	Net Recovery to Estate		\$107,542.18
	Mother	\$35,847.40	
	P [REDACTED]	\$35,847.39	
	A [REDACTED]	\$35,847.39	

IT IS FURTHER ORDERED that, Heather Arrants, the natural mother of P [REDACTED] A [REDACTED] and A [REDACTED] A [REDACTED], minor children, is hereby empowered to sign on behalf of said minor children all required releases and any other papers or documents necessary to effect said settlement; and it is further,

ORDERED that Heather Arrants, the natural mother of P [REDACTED] A [REDACTED] and A [REDACTED] A [REDACTED], minor children, be and is hereby authorized to enter into a compromise of the minors' cause of action upon the following terms;

**IT IS FURTHER ORDERED** that Honeywell International, Inc. pay the following amounts regarding P [REDACTED] A [REDACTED] (DOB: [REDACTED] 2011):

\$35,847.39 to USAA Annuity Services Corporation, to fund future periodic payments for the benefit of P [REDACTED] A [REDACTED] to be distributed as outlined below.

1 All sums set forth herein constitute damages on account of personal physical injuries and  
2 sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as  
3 amended; and it is further,

4 ORDERED that Honeywell International, Inc. will fund a structured settlement for the  
5 benefit of P [REDACTED] A [REDACTED] (Payee) with the following payout provisions:

6 1. Four (4) future periodic payments on the dates and in the amounts indicated  
7 below:

- 8 . \$12,500.00 guaranteed to be paid [REDACTED] 2029
- 9 . \$13,000.00 guaranteed to be paid [REDACTED] 2030
- 10 . \$13,500.00 guaranteed to be paid [REDACTED] 2031
- 11 . \$14,918.00 guaranteed to be paid [REDACTED] 2032

12 Periodic payments listed above have a present value cost of \$35,847.39 payable to USAA  
13 Annuity Services Corporation.

14 This present value cost is calculated on the assumption that the defendant or it's insurer  
15 will fund the future periodic payments on or before May 31, 2017. In the event that date is not  
16 met or the purchase price changes, the payment(s) noted above shall be adjusted upward or  
17 downward accordingly. In any event, the purchase price of the annuity contract shall be  
18 \$35,847.39.

19 Any payments to be made after the death of the Payee shall be made to the Estate of  
20 Payee. After the age of majority, Payee may submit a change of beneficiary, in writing, to  
21 Assignee. No such designation, or any revocation thereof, shall be effective unless it is in writing  
22 and delivered to Assignee. The designation must be in a form acceptable to Assignee. The  
designation approved by the Court at this time is the Estate of P [REDACTED] A [REDACTED]

1 The obligation to make periodic payments described herein will be assigned to USAA  
2 Annuity Services Corporation ("Assignee") and funded by an annuity contract issued by USAA  
3 Life Insurance Company ("Annuity Issuer"), rated A++ (Superior) by A.M. Best Company. All  
4 parties shall cooperate fully and execute any and all supplementary documents, including a  
5 Settlement Agreement and Release and Qualified Assignment and Release, in compliance with  
6 IRC 104 (a)(2) and Section 130 of the Internal Revenue Code of 1986, as amended.

7 Neither the minor nor incapacitated person, nor their estate, nor any subsequent  
8 beneficiary or recipient of any payments or any part of any payments under this structured  
9 settlement shall have the right to accelerate, commute, or otherwise reduce to present value or to a  
10 lump sum any of the payments or any part of the payments due under this structured annuity  
11 settlement or this order unless by later motion good cause has been shown to lift or modify these  
12 restrictions.

13 No payment under the structured settlement annuity contract or this order shall be  
14 transferred as defined in RCW 19.205.010(18), accelerated, deferred, increased or decreased, or  
15 anticipated, sold, mortgaged, assigned or encumbered in any manner by the minor or incapacitated  
16 person or any other recipient of the payments unless by later motion good cause has been shown  
17 to lift or modify these restrictions.

18 **IT IS FURTHER ORDERED** that Honeywell International, Inc. pay the following  
19 amounts regarding A [REDACTED] A [REDACTED] (DOB: [REDACTED]/2009):

20 \$35,847.39 to USAA Annuity Services Corporation, to fund future periodic payments for  
21 the benefit of A [REDACTED] A [REDACTED] to be distributed as outlined below.  
22

1 All sums set forth herein constitute damages on account of personal physical injuries and  
2 sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as  
3 amended; and it is further,

4 ORDERED that Honeywell International, Inc. will fund a structured settlement for the  
5 benefit of A [REDACTED] A [REDACTED] (Payee) with the following payout provisions:

6 1. Four (4) future periodic payments on the dates and in the amounts indicated  
7 below:

- 8 · \$12,000.00 guaranteed to be paid [REDACTED] 2027
- 9 · \$12,500.00 guaranteed to be paid [REDACTED] 2028
- \$13,000.00 guaranteed to be paid [REDACTED] 2029
- 10 · \$13,141.00 guaranteed to be paid [REDACTED] 2030

11 Periodic payments listed above have a present value cost of \$35,847.39 payable to USAA  
12 Annuity Services Corporation.

13 This present value cost is calculated on the assumption that the defendant or its insurer  
14 will fund the future periodic payments on or before May 31, 2017. In the event that date is not  
15 met or the purchase price changes, the payment(s) noted above shall be adjusted upward or  
16 downward accordingly. In any event, the purchase price of the annuity contract shall be  
17 \$35,847.39.

18 Any payments to be made after the death of the Payee shall be made to the Estate of  
19 Payee. After the age of majority, Payee may submit a change of beneficiary, in writing, to  
20 Assignee. No such designation, or any revocation thereof, shall be effective unless it is in writing  
21 and delivered to Assignee. The designation must be in a form acceptable to Assignee. The  
22 designation approved by the Court at this time is the Estate of A [REDACTED] A [REDACTED]

1 The obligation to make periodic payments described herein will be assigned to USAA  
2 Annuity Services Corporation ("Assignee") and funded by an annuity contract issued by USAA  
3 Life Insurance Company ("Annuity Issuer"), rated A++ (Superior) by A.M. Best Company. All  
4 parties shall cooperate fully and execute any and all supplementary documents, including a  
5 Settlement Agreement and Release and Qualified Assignment and Release, in compliance with  
6 IRC 104 (a)(2) and Section 130 of the Internal Revenue Code of 1986, as amended.

7 Neither the minor nor incapacitated person, nor their estate, nor any subsequent  
8 beneficiary or recipient of any payments or any part of any payments under this structured  
9 settlement shall have the right to accelerate, commute, or otherwise reduce to present value or to a  
10 lump sum any of the payments or any part of the payments due under this structured annuity  
11 settlement or this order unless by later motion good cause has been shown to lift or modify these  
12 restrictions.

13 No payment under the structured settlement annuity contract or this order shall be  
14 transferred as defined in RCW 19.205.010(18), accelerated, deferred, increased or decreased, or  
15 anticipated, sold, mortgaged, assigned or encumbered in any manner by the minor or incapacitated  
16 person or any other recipient of the payments unless by later motion good cause has been shown  
17 to lift or modify these restrictions.

18 THERE SHALL BE NO ONLINE BANKING; and it is further,

19 ORDERED that the Settlement Guardian ad Litem be discharged upon receipt of funds  
20 placed into the structure settlement and receipt filed with the Court; and it is further,

21 ORDERED that Defendant Honeywell International, Inc. complete all of its obligations  
22 within this Order within 30 days; and it is further,

1 ORDERED that upon completion of the payment of all of the above amounts and the  
2 signed Release, Addendum A and Qualified Assignment and Release, or, with respect to only the  
3 future periodic payments listed above, Honeywell International, Inc. shall be discharged from any  
4 claim that said minors and/or parents had or might have against them; and it is further,

5 ORDERED that F [REDACTED] A [REDACTED] structured settlement is irrevocable and cannot be  
6 transferred, assigned or otherwise alienated until he reaches the age of eighteen (18), [REDACTED]  
7 2029, or upon further Order of the Court; and it is further,

8 ORDERED that A [REDACTED] A [REDACTED]' structured settlement is irrevocable and cannot be  
9 transferred, assigned or otherwise alienated until she reaches the age of eighteen (18), [REDACTED]  
10 2027, or upon further Order of the Court; and it is further,

11 ORDERED that the appointment of a guardian is dispensed with since a Settlement  
12 Guardian ad Litem has previously been appointed, with non-conflicting interests with the minors  
13 and the same approves the settlements and disbursements; and it is further

14 ORDERED that the Guardian ad Litem Fee of \$3,020.60 is reasonable and shall be paid  
15 separately by Honeywell International, Inc. directly to the Guardian ad Litem, within 20 days of  
16 the signing of this Order.

17 IT IS FURTHER ORDERED that Heather Arrants is duly authorized to execute the  
18 GENERAL RELEASE AGREEMENT, ADDENDUM A and QUALIFIED ASSIGNMENT  
19 AND RELEASE as "HEATHER ARRANTS, individually and as Personal Representative of  
20 the ESTATE OF JOSEPH ARRANTS, including the statutory beneficiaries thereto."

21 DONE IN OPEN COURT this 16<sup>th</sup> day of May, 2017.

22   
HONORABLE JAMES L. ROBART

Presented by:

Signed: \_\_\_\_\_

Printed Name: Ashton K. Dennis

Bar No.: 44015

Attorney for Plaintiffs

Presented / Copy Received by:

Signed: \_\_\_\_\_

Printed Name: Virginia L. Decosta

Bar No.: 19188

Settlement Guardian ad Litem

Signed: \_\_\_\_\_

Printed Name: Michael S. DeLeo

Bar No.: 22037

Attorney for Defendant Honeywell International, Inc.